



**REQUEST FOR PROPOSALS (RFP) No. RFP 00
FOR
Security Guard Services for Miami-Dade County (Housing Facilities)**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2015 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
For Miami-Dade Internal Services Department (Housing Facilities)

COUNTY CONTACT FOR THIS SOLICITATION:

Fred Taylor, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1078
E-mail: taylorf@miamidade.gov

PROPOSAL RESPONSES DUE:

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 INTRODUCTION

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services, is soliciting proposals for Security Guard services for various County facilities. The selected Proposer shall ensure the highest level of security at each and every facility where services are provided.

The County anticipates awarding contract(s) by Sector, for an initial period of three (3) years, with two (2) additional option periods of three (3) years each, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Central Dispatch Center" to mean a base station/office where personnel employed by the bidder have the capacity to communicate with field personnel, monitor telephone calls, radios, faxes and employees.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

3. The words "County Contract Project Manager" to mean the staff person designated by the County to manage the contract and monitor the performance and delivery of services under the contract.
4. The word "Post" to mean the physical location where a contracted security staff person is assigned to work his/her shift.
5. The words "Post Log Book" to mean a chronological written report of the daily activities of a security officer assigned to a particular post. This book contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.
6. The words "Post Orders" to mean general and specific duty assignments required for each post.
7. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
8. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
9. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Selected Proposer.
10. The word "Sector" to mean the geographical boundaries.
11. The word "Selected Proposer" to mean the Proposer/Contractor that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Selected Proposer".
12. The words "Selected Proposer Project Manager" to mean person designated by the selected Proposer and approved by Miami-Dade County to administer the Contract.
13. The word "Shift" to mean the number of hours normally assigned to work at a post as may be modified based on need.
14. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
15. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Selected Proposer, who contracts with the Selected Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Selected Proposer.
16. The word "Tier" to mean the level of complexity that determines the risk.
17. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Selected Proposer in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 GENERAL PROPOSAL INFORMATION

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal

may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 COMMUNICATION WITH SELECTION COMMITTEE MEMBERS

Proposers are hereby notified that direct communication, written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a selected Proposer, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 LOBBYIST CONTINGENCY FEES

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 COLLUSION

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.9 LIVING WAGE /SUPPLEMENTAL GENERAL AGREEMENT

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this Solicitation. By submitting a proposal, a Proposer is hereby agreeing to comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, and to acknowledge awareness of the penalties for non-compliance. The Selected Proposer shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Attachment 1, Supplemental General Information.

1.11 CONTRACT MEASURES

Not Applicable

1.12 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, including but not limited to:

- a) Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866).
- b) USHUD's reporting requirements and regulations, as specified in the Grant Agreement and required of the Owner.
- c) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- d) Compliance with Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs."

1.13 SECTION 3 (OF THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968) REQUIREMENTS

This RFP is a Section 3 covered activity for Miami-Dade Public Housing and Community Development (PHCD). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons. **Please reference Appendix B of the RFP document.**

All Proposers are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan {Plan}", with the proposal (see Appendix "B"). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with each PHCD project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from PHCD awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from PHCD awards, and (b) meet Section 3 subcontracting goals and ensure small, minority and women subcontractors are used (where subcontracting is permitted).

2.0 SCOPE OF SERVICES

2.1 BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department (ISD) is soliciting proposals from qualified firms for Security Guard Services for Public Housing facilities. That ensure the highest level of security at each facility where services are provided.

2.2 OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable selected Proposer's personnel. Selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This General Order supersedes all others. Selected Proposer's personnel shall act in a courteous and professional manner at all times. Selected Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County's specified eligibility criteria. Personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities. Selected Proposer(s) shall be liable for losses; potential losses or damages arising from the actions of its personnel.

The types of services required under this solicitation are:

- **Armed Security**
- **Unarmed Security**

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given facility shall be provided by a single selected Proposer.

Tier	Level of Complexity	Service Required	Sector
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Tier 1	Tier 1 facilities are those Miami-Dade County Sectors/facilities that have been determined to be a minimum risk and contain <u>no</u> Screening components.	Security Guard Services	1-A
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Note: Tier 1, Sector 1-A encompasses the entire area of Miami-Dade County.

County reserves the right to add or remove a Tier, Sector, facility or multiple facilities from a Sector during the term of a Contract issued as a result of this solicitation, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

1) Tier 1, Sector 1-A

The following is a description of Tier 1 Sector 1-A, including the estimated service hours per week, type of security personnel required.

Regular (Permanent) Posts	Address	Guard Level and Scheduled hours of Coverage	Total Weekly Hours
Newburg Warehouse	7201 NW Miami Ct. 33150	L-1 (Unarmed) Guard 17:00 to 07:30 Mon-Fri 08:00 to 08:00 Sa, Su	120.5
Applicant Leasing Center	1401 NW 7th St. 33125	L-2 (Armed) Guard 08:00 to 17:00 Mon-Fri	45.0
Special (Temporary and/or New) Posts	Address	Guard Level and Scheduled hours of Coverage	Total Weekly Hours
Phyllis Wheatley (Fire Watch)	1701 NW 2nd Ct. 33136	L-1 (Unarmed) Guard - 24/7	168.0
Peters Plaza and Kline Nunn (Officer patrols both properties)	191 NE 75th St. and 8300 N. Miami Ave	L-2 (Armed) Guard 16:00 to 01:00 Mon-Fri 07:00 to 01:00 Sa, Su	63.0
Gwen Cherry #14 and #16 (Officer patrols both properties)	1861 NW 28th St. and 2099 NW 23rd St.	L-2 (Armed) Guard 17:00 to 02:00 Mon-Fri 19:00 to 06:00 Sa, Su	168.0
		Total (Estimated) Hours	564.5

****Note: Periodically we do provide "Fire Watch" or other "Special" coverage at the following locations:**

Haley Sofge	750 NW 13th Ave. 33125	Typically a L-1 (Unarmed) Guard-Schedule & Hours Vary	0.00
Annie Coleman Gardens	5125 NW 22nd Ave. 33142		0.00
Ward Towers	2200 NW 54th St. 33142		0.00
Robert King High	1403 NW 7th St. 33125		0.00

2.3 MINIMUM QUALIFICATION REQUIREMENT

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirements for this Solicitation are as follows:

- a. Hold a valid class "B", Security Agency License, or class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License must be valid at the time proposal is submitted.
- b. have a stationary base station/office where the Central Dispatch Center is located. Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. Proposers Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Project Manager. These requirements are continuing conditions throughout the term of the Contract issued as a result of this Solicitation, extensions and renewals thereof.

2.4 SELECTED PROPOSER'S TASKS AND RESPONSIBILITIES

- 1) All personnel employed by the selected Proposer(s) to perform duties on any Contract issued as a result of this Solicitation shall be approved prior to performing said duties. Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal and Florida State Statutes. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The selected Proposer shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will solely be specified by the County Project

Manager or Designee, to the selected Proposer(s) throughout the term of any contract issued as a result of this Solicitation.

- 2) All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation and any extensions or renewals thereof. All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate identification cards, certificates, and licenses, as follows:

License and Identification Cards	Security/Screening Officer	Security/Screening Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	*Yes
State of Florida Driver's License	**Yes	**Yes
Miami International Airport Identification Card (SIDA ID)	***Yes	***Yes
Miami International Airport Identification Customs Seal	****Yes	****Yes
Selected Proposer or County-issued Photo ID Card	Yes	Yes

- * Only required if assigned to armed post
- ** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)
- *** Only required if assigned to the Miami International Airport
- **** Only required if assigned to the Miami International Airport secure locations or Customs locations

- 3) Personnel may not be employed by the Selected Proposer(s) to provide services to the County if he/she currently or in the past has:
- a) Any Felony, Sexual or Domestic Violence conviction.
 - b) Discharged from the Military under any conditions other than Honorable.
 - c) Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the County Project Manager or designee
 - d) Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, Disqualifying Criminal Offenses and 19 CFR 122.183, Denial of Access, for assignments involving Aviation Department properties.
- 2) The work performed under this Solicitation requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may encounter and be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the

physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a contract issued as a result of this Solicitation. In addition all personnel shall possess good human relations skills.

- 3) Each sector shall have a Selected Proposer Project Manager (SPPM) to act as the official liaison on behalf of the Selected Proposer to the County. County Project Manager or designee shall be presented the personnel file of the Selected Proposers proposed candidates demonstrating all requirements and qualifications are fully satisfied and shall conduct an interview of all proposed Selected Proposer candidates and reserves the right to approve and/or remove any Selected Proposer personnel assigned to this position. SPPM shall be available to respond to requests for meetings and/or any incident(s) within thirty (30) minutes or as determined as "reasonable", as directed and determined by the County Project Manager or designee. SPPM shall be available to the County on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and County observed holidays). SPPM shall have the full authority to act on behalf of the Selected Proposer on all contractual matters. This position shall be at no direct cost to the County and all Selected Proposer personnel acting in this role shall meet the following requirements:

- a) All SPPMs shall be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this RFP.
- b) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this Solicitation.
- c) Shall minimally have a High School Diploma or GED, or an Associate's degree, however a Bachelor's degree in Criminal Justice or Management related field is preferred. Educational documents shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to an equivalent United States GED and/or Degree by an agency approved by the County Project Manager.
- d) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- e) Shall be at least twenty-one (21) years of age.
- f) Shall successfully complete a medical examination, to be conducted at the selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Project Manager or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Psychological test
- Communicable diseases

- Vision
- Color blindness
- Hearing
- Speech
- Drug and illegal substance use

Thereafter, an annual medical examination shall be conducted and submitted to the County Project Manager or designee upon a date of their selection.

- g) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history. All SPPMs shall have a five (5) year diving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. An annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- h) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- i) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the SPPM shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- j) Shall have a bachelor's degree in "Criminal Justice or Management related field preferred" (or equivalent credit hours from an accredited institution) **and** a minimum of two (2) years of experience in the management and operation of security, police, Corrections or U.S. military services (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting). **Experience may substitute for the educational requirements on a year to year basis as approved by the County Project Manager or designee.**
- k) Security Levels Tier 2 and 3 shall have a bachelor's degree in Criminal Justice or Management related field preferred" (or equivalent credit hours from an accredited institution)**and** a minimum of two (2) years of experience in the management and operations of Electronic Screening services is preferred. All Proposer personnel acting in this capacity must complete and hold an active Screener Certification. (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting). **Experience can substitute for the educational requirements on a year to year basis as approved by the County Project Manager or designee.**

2.5 SECURITY/SCREENING SITE SUPERVISOR:

Selected Proposer(s) shall provide a Security/Screening Site personnel and/or Supervisor when required by the County. These positions, when required by the County, shall be the equivalent in qualifications of the highest classification of officer supervised (or higher). All Supervisors employed by the Selected Proposer to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

All Security/Screening Supervisors shall meet the following requirements:

- a) All Security/Screening Site personnel and/or Supervisor shall be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this RFP.
- b) Shall have a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this RFP.
- c) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- d) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Project Manager.
- e) Shall be at least twenty-one (21) years of age.
- f) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All security/screening site personnel and supervisors shall have a five (5) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon request. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
- g) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verifications shall be conducted and submitted to the County Project Manager or

designee upon request. The County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

- h) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Selected Proposer Security and Screening Supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- i) Shall successfully complete a medical examination, to be conducted at the Selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Project Manager or Designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum:

- Psychological test
- Communicable diseases
- Vision
- Color blindness
- Hearing
- Speech
- Testing for drug and illegal substance use.

An annual medical examination shall be conducted and submitted to the County Project Manager or designee upon request.

- j) The Security Site personnel and/or Supervisor shall be an operational position. The minimum requirements are as follows:
 - i) One (1) year of security supervisory or management experience or
 - ii) A minimum of six (6) months experience working on the County's Security/Screening Services contract or
 - iii) Six (6) months of security supervisory or management experience with a Bachelor's degree in Management, Criminal Justice or related field (or equivalent credit hours from an accredited institution)
- k) Selected Proposer(s) shall provide a Site and/or Supervisor knowledgeable and certified in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques. The minimum requirements are as follows:
 - i) One (1) year of screening supervisory experience or
 - ii) A minimum of six (6) months experience working on the County's Security/Screening Services contract as a screener or
 - iii) Six (6) months of Screening supervisory or management experience with a

Bachelor's degree in Management, Criminal Justice or related field (or equivalent credit hours from an accredited institution).

- l) In addition to the aforementioned requirements all Security/Screening Site and/or Supervisors that are assigned to perform duties for Tier 3 Sectors shall be subjected to and must pass an extensive background investigation which is mandated by the Transportation Security Administration (TSA). This investigation shall include a ten (10) year employment history check, a criminal background check and a fingerprint check conducted through the Federal Bureau of Investigations (FBI).
1. All levels of Security/Screening Officers employed by the Selected Proposer(s) to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee. All levels of Security/Screening Officers shall meet the following requirements:
 - a) All Security/Screening Officers shall be approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this Solicitation. The County Project Manager or designee reserves the right to interview and shall approve any personnel during the contract term and any extensions or renewals thereof.
 - b) Shall have a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under a Contract issued as a result of this Solicitation.
 - c) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
 - d) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or Degree by an agency approved by the County Project Manager.
 - e) Shall be at least twenty-one (21) years of age for all positions.
 - f) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. All Security/Screening Officers shall have a five (5) year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual Driver's License check shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
 - g) Shall have a national criminal history background verification completed demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. Thereafter, an annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee

maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.

- h) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Selected Proposer Security and Screening Officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
- i) Shall successfully complete a medical examination, to be conducted at the selected Proposer's expense prior to duty assignment or when required for reasonable cause determined by the County Project Manager or designee. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The tests shall include, at a minimum;

- tests for psychological
- communicable diseases
- vision
- color blindness
- hearing
- speech
- testing for drug and illegal substance use

Thereafter, an annual medical examination shall be conducted and submitted to the County Project Manager or designee upon a date of their selection.

- j) All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

2.6 SECURITY OFFICER LEVEL I ALL TIERS:

This is the minimum classification of a Security Officer and it is an unarmed position. Officers performing in this level shall meet the following qualification:

- a) Must be a licensed Security Officer in the State of Florida.
- b) Must have a minimum one (1) year experience as a licensed Security Officer, or one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours.

2.7 SECURITY OFFICER LEVEL II ALL TIERS:

This is the intermediate classification of a Security Officer and may be an armed or unarmed position. Officers performing in this level shall meet the following qualification:

- a) Prior military experience with an honorable discharge (or a general discharge under honorable conditions) or
- b) Prior Certified Correctional officer experience or
- c) Prior Certified Police Officer experience or
- d) Police or Correctional academy graduate or

- e) Associates degree in Criminal Justice or related field of course study (or equivalent credit hours from an accredited institution), in addition to being a licensed Security Officer in the state of Florida.
- f) Shall have a valid Firearms Class "G" License (when applicable) from the Florida Department of State, pursuant to Florida Statute 493.

2.8 SECURITY OFFICER LEVEL III ALL TIERS:

This is the highest classification of a Security Officer and may be an armed or unarmed position. Officers performing in this level shall meet the following qualifications:

- a) Minimum of three (3) years of experience as a Certified Police Officer or
- b) Minimum of three (3) years of experience as an active duty Military or
- c) Minimum of three (3) years of experience as a Certified Correctional Officer or
- d) Bachelor's degree in Criminal Justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed Security Officer in the state of Florida.
- e) Shall have a valid Firearms Class "G" License (when applicable) from the Florida Department of State, pursuant to Florida Statute 493.

Note: All college degrees in a related field of course study shall be approved by the County Project Manager or designee. All Veterans with Combat experience may be considered as a Level-III officer on a case by case basis by the County Project Manager or designee.

2.9 SCREENING OFFICER TIERS 2 & 3:

Screening Officers shall provide screening functions for Tier 2 and Tier 3 Sectors only and may be an armed or unarmed position

- a) An unarmed Screening Officer shall meet the minimum requirements of a Level I Security Officer and shall have completed the required training as specified in Section 2.27.
- b) An Armed Screening Officer shall meet the minimum requirements of a Level II Security Officer and shall have completed the required training as specified in Section 2.27 (7).

2.10 SECURITY/SCREENING OFFICERS TIER 3 SECTOR 3

Security/Screening Officers for Tier 3 Sectors in addition to those qualifications above shall meet the following:

- a) An individual with more than five (5) years of airport work experience may be considered as a qualifying factor on a case by case basis as determined by the County Project Manager or designee.
- b) Shall submit to and successfully complete all vetting and training requirements to obtain an airport identification badge, including criminal history records check (CHRC), security threat assessment (STA), security identification display areas (SIDA) training, behavior pattern recognition (BPR) training and customer service training. Behavior Pattern Recognition and Customer Service Training curriculums shall be approved by MDAD and followed by TSA regulation CFR 1542 governing airport operations training. Selected Proposer shall be responsible for the immediate reporting of all lost or stolen identification badges. Identification badges shall immediately be returned for all personnel transferred from the Airport assignment; terminated from the employment of the Selected Proposer or upon termination of any contract issued as a result of this Solicitation. Selected Proposer shall pay, or cause to be paid, to the department such

nondiscriminatory charges as may be established from time to time for lost or stolen identification badges and those not returned to Miami-Dade Aviation Department (MDAD), as well as all associated fee(s) for fingerprinting and identification issuance.

- c) Selected Proposer(s) shall be responsible for requesting the Miami-Dade Aviation Department (MDAD) to issue identification badges to all Selected Proposer(s) personnel providing services to the Airport facilities. All personnel shall be supplied with MDAD Security Identification Display Area (SIDA) identification badges and Customs and Border Protection (CBP) Seals as may be required. Comply with all TSA, Homeland Security, Customs and Border Protection (CBP) and Miami-Dade Aviation Department (MDAD) requirements as specified by MDAD at the time of the application for the identification badge prior to an identification badge is issued.

Note: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable or a General discharge under honorable conditions from duty in order to be accepted.

2.11 SPECIFIC TASKS & RESPONSIBILITIES

Specific tasks, responsibilities or requirements may vary from assignment to assignment. The tasks expected by the County shall be performed by personnel employed by the proposer(s) to provide services to the County.

1) SELECTED PROPOSER PROJECT MANGER

Selected Proposer(s) shall provide a full-time Selected Proposer Project Manager (SPPM) per Sector, at no direct cost to the County, in order to act as a contact/liaison to the County. SPPM may perform other duties for the Selected Proposer, but shall be available at all times to meet with or respond to County staff. Selected Proposer shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the SPPM (or identified alternate) may be reached twenty-four (24) hours per day, seven (7) days per week, on a year-round basis. An answering service or machine is not acceptable. An example of tasks for the SPPM(s) is listed below and may include but is not limited to the following;

Tasks:

- a) Acts as liaison between Selected Proposer and County staff regarding all contractual issues
- b) Ensures all Selected Proposer personnel are properly equipped and maintain good personal and uniform appearance and are courteous to the public and the County personnel at all times
- c) Ensures Selected Proposer personnel are properly trained and approved for contractual services prior to their performance of duties at County assignments
- d) Ensures both County and Selected Proposer personnel have copies of schedules for required coverages
- e) Reviews and updates Post Orders as required
- f) Reviews and ensures accuracy, timeliness and proper delivery of Selected Proposer bi-weekly invoicing
- g) Reviews Selected Proposer personnel incident reports and forwards all reports to County personnel as directed

- h) Reviews weekly, monthly and annual reports generated by screening personnel and forwards all reports to County personnel as directed
- i) Reviews and ensures all annual medical, criminal history and driver license checks meet contractual standards and is forwarded to County personnel as directed
- j) Reviews and provides updates as needed to the Quality Assurance Plan (QAP)
- k) Ensures all contractual standards are being met and reports all incidents or deficiencies to County personnel as directed
- l) Responds to incidents of a critical nature or as requested by the County Project Manager or designee within thirty (30) minutes of notification.
- m) Meets with the County Project Manager or designee as directed to review and discuss ongoing operational issues

2) **SECURITY/SCREENING SITE AND/OR SUPERVISORS**

The specific tasks for the Security/Screening Site as well as Supervisors will be determined at a later date and contingent upon the specific facility, location or assignment needs. The required tasks shall be approved by the County Project Manager or designee. An example of general tasks for the Security/Screening Supervisors is listed below and may include but is not limited to the following;

Tasks:

- a) Report to work on time and shall remain on assigned duties until relieved as required
- b) Maintain good personal and uniform appearance, be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include name tags
- c) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- d) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)
- e) Communicate effectively with the public and the County personnel, directs visitors to personnel and services within the facility
- f) Ensure that Lost and Found functions are conducted only by County personnel
- g) Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts
- h) Raise and lower flags at designated times (where applicable)
- i) Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact
- j) Lock and unlock gates and doors at designated times
- k) Turn lighting or electronic equipment on and off as required
- l) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- m) Respond to reports of sick or injured persons, and then notifies the Security Operations Center and appropriate authorities (e.g., 911, Building Manager/Facility Contact)

- n) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and an incident report completed
- o) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
- p) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- q) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
- r) Operate a marked motor vehicle where required
- s) Maintain order and uses good judgment and discretion in handling unruly or trespassing public
- t) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by Selected Proposer personnel will require a case number to be issued by the Security Operations Center (SOC) at 305.375.4500
- u) Provide escort services to County employee's and visitors as required
- v) Maintain a professional atmosphere within areas of assignment
- w) Shall not read any non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be sure that there are no unauthorized reading materials, Televisions, Radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Liquidated Damages may be assessed
- x) Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used unless authorized

3) SECURITY/SCREENING OFFICER

The specific tasks for the Security/Screening Officers will be determined at a later date and contingent upon the specific facility, location or assignment needs. The required tasks shall be approved by the County Project Manager or designee. An example of general tasks for the Security/Screening Officers is listed below and may include but is not limited to the following;

Tasks:

- a) Report to work on time and shall remain on assigned duties until relieved as required
- b) Provides oversight and guidance to subordinate Security/Screening personnel
- c) Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include name tags
- d) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
- e) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

- f) Communicate effectively with the public and the County personnel, directs visitors to personnel and services within the facility
- g) Turn lighting or electronic equipment on and off as required
- h) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.
- i) Respond to reports of sick or injured persons, and then notifies the Security Operations Center and appropriate authorities (e.g., 911, Building Manager/Facility Contact)
- j) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and a incident report completed
- k) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
- l) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
- m) Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
- n) Operate a marked motor vehicle where required
- o) Maintain order and uses good judgment and discretion in handling unruly or trespassing public
- p) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by Selected Proposer personnel will require a case number to be issued by the Security Operations Center (SOC) at 305.375.4500

2.12 **SPECIAL EQUIPMENT**

Selected Proposer(s) may be required to provide licensed and insured motor vehicles, off-street motorized carts, Segway's and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the selected Proposer(s) shall receive additional compensation. The selected Proposer(s) shall comply with insurance requirements as specified in Section 5, Article 10 and the insurance shall be sufficient to cover all operations and use of such equipment.

- 1) Selected Proposer(s) upon request by the County Project Manager or designee may be required to provide Security/Screening Officers equipped with specialized equipment including, but not limited to:
 - Firearms
 - Guard Tour systems
 - Body Cameras
 - Automatic vehicle locator
 - Other specialized technologies

Such posts or duty assignments shall be requested on an as needed basis. Selected Proposer(s) shall receive additional compensation to be negotiated at the time of request.

2.13 CHANGES IN ASSIGNMENT

County Project Manager or designee may, at any time, by written or verbal instructions, make changes to all existing service(s). These changes may include, but are not limited to scheduling changes, increases or decreases in the hours or type of service(s), and modifications in special equipment requirements. County shall, in its sole discretion determine the placement of facilities into the appropriate Tier and Sector.

2.14 NEW ASSIGNMENTS (OVERTIME)/NOTICE OF EXTENDED HOURS

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the selected Proposer(s) four (4) hours of notice for new assignments. If it is not possible to give the four (4) hours of advance notice, the County will pay an overtime coverage rate (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the selected Proposer(s) shall provide a Security/Screening Officer within a minimum of four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a Selected Proposer Non-Performance. An extension of hours for regularly scheduled service(s) may occur from time to time and in such circumstances if it is not possible to provide the selected proposer advance notice then the County will pay an overtime rate (1½ times the normal billing rate) only for those hours provided for the extension of services which surpass the regular scheduled service hours. In such cases, a signed overtime approval form or Guard Post Action Sheet shall be provided along with the selected proposer(s) invoicing (see attachments A).

Note: There is no minimum hour standard for the request of service hours. The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Project Manager or designee as determined to be in the best interest of the County. All selected Proposer(s) invoicing shall accurately reflect the actual hours of service provided by its personnel.

2.15 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No personnel of the Selected Proposer(s) assigned to the Miami-Dade County Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by ISD Security Management in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the County Project Manager or designee in emergency situations that are beyond the control of the Selected Proposer, (e.g., weather conditions, civil disturbances, natural disasters, etc.) which prevents the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the County Project Manager or designee.

2.16 OVERTIME

County shall allow overtime payment at a maximum rate of one and a half (1 ½) times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Project Manager or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after forty (40) hours of work effort in a given week by a given individual.

2.17 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

Selected Proposer shall provide additional services when requested, however, if unable to provide these additional services, the selected Proposer shall immediately notify the County verbally and in writing (within 24 hours of the request for additional service) with a detailed explanation for its inability to satisfy the request. If the selected Proposer refuses to accept the additional requested services the County may award the new assignment to another Selected Proposer providing similar services to the County. Such new assignment may become permanent, at the County's discretion. Any costs incurred by the County as a result of inability or refusal shall be the responsibility of the selected Proposer. In addition, the selected Proposer may incur liquidated damages or infraction fees.

2.18 POST ORDER

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the applicable facility or location. County Project Manager or designee will provide generic Post Orders to selected Proposer(s). Selected Proposer(s) shall meet with ISD Security Management and coordinate with the Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by the Building manager/Facility Contact and ISD Security Management prior to the Contract start date. Once established, the selected Proposer(s) shall assure that monthly updated copies are available for the duration of Contract including any extensions or renewals thereof. Selected Proposer(s) shall check each post monthly for any updates that maybe required to the applicable Post Orders. Selected Proposer(s) shall take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed or disclosed to any parties without the expressed permission of the County Project Manager or designee. Failure in this area may result in a Liquidated Damage and/or Selected Proposer Non-Performance. Post Orders may include, but are not limited to, the following:

- 1) Facility/Building information (e.g., operating hours, chain of command)
- 2) Building rules and regulations
- 3) Operation of equipment
- 4) Roving patrol routes, schedules and duties
- 5) Vehicular traffic control
- 6) Access control procedures
- 7) Emergency response procedures
- 8) Security and fire control/alarm systems
- 9) Hazardous conditions, inspection/reporting
- 10) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- 11) Procedures for raising, lowering, at half-staff U.S. and other flags
- 12) Safeguarding persons and property
- 13) Minimum number of hours for site orientation training

Note: The selected Proposer(s) must emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

2.19 SCHEDULING/POST COVERAG

Selected Proposer shall provide copies of all personnel schedules that are assigned duties as a result of this Solicitation, to all parties as directed by the County Project Manager or designee upon request. The copies shall include the assigned personnel's name, contact information and corresponding service level. As situations or emergencies arise, the selected Proposer(s) shall notify the appropriate County personnel as directed by the County Project Manager or designee of all personnel unable to arrive on time for their scheduled assignment. The selected Proposer shall provide the appropriate qualified, trained and County approved replacement as soon as possible or within a maximum of one (1) hour. In cases which the selected Proposer(s) are unable to accomplish the required staffing they shall immediately notify the County Project Manager or designee. Failure to provide required staffing or notification of tardiness may result in a Liquidated Damage and/or a Vender Non-Performance being issued.

2.20 RELIEF/BREAK PERIOD

Security/Screening personnel shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Project Manager or designee. Selected Proposer(s) shall provide breaks to personnel in accordance with Federal and Florida State law. Selected Proposer(s) shall provide a sufficient number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the County. Selected Proposer shall accomplish this task without impacting County security or screening operations. All personnel who are on a break period shall be relieved by properly trained, qualified and approved selected Proposer(s) relief personnel. All break periods shall be recorded on the selected Proposer's employee sign-in sheets and assigned location logbooks, which shall accurately reflect all periods of time of such occurrences. Any violations of this procedure may result in removal of the employee from working on any Contract issued as a result of this Solicitation and may result in Liquidated Damages or a Selected Proposer Non-Performance being issued.

2.21 EMERGENCIES

All personnel assigned to a contract as a result of this Solicitation may be diverted by the County Project Manager or designee from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the selected Proposer(s) shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

2.22 ADHERENCE TO LAW

Selected Proposer(s) shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under a Contract issued as a result of this Solicitation and all renewals thereof, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage

Ordinance and other applicable Laws and Regulations. Failure to comply shall result in a Liquidated Damage, Non-performance and/or removal from a Contract issued as a result of this Solicitation.

- 1) If a Security/Screening Officer, Site and/or Supervisor, SPPM or other Principal of the selected Proposer(s) is arrested, ISD Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure may result in Liquidated Damages being assessed. Proper notification will consist of the following:
 - a) Phone call to the County Project Manager or designee; if not available, then to Security Operations Center (305).375.4500.
 - b) Followed by an email sent to the County Project Manager or designee
 - c) Followed by an email or fax to the Security Operations Center
- 2) If said personnel is a Security/Screening Officer, Security/Screening Site and/or Supervisor or SPPM, they shall be removed immediately from any Contract issued as a result of this Solicitation, until reinstatement has been approved by the County Project Manager or designee.
- 3) It is the Selected Proposer(s) responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance. A copy of a signed memorandum shall be placed in each employees file demonstrating proper notification of said procedure.
- 4) Selected Proposer(s) and their employees shall not release any Facility(s) or assignment(s) Security Plan, information contained in the Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the County Project Manager or designee. Information contained in such documents will be treated as Security Sensitive Information.
- 5) Selected Proposer(s) shall acknowledge and comply with any and all laws governing the Airport and/or any security measure deemed necessary by the Airport in accordance with, the Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542, Chapter 25 of Miami-Dade County Code of Ordinances, the Airport Security Plan and applicable Security Directives issued by TSA and/or the Aviation Department. Selected Proposer(s) shall be responsible for all punitive actions, including monetary fines, arising from any security violation of the regulations of the Airport or any of the aforementioned Federal Agencies regulations by any of its personnel. Selected Proposer(s) understands and agrees that all personnel providing services entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the selected Proposer(s) in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be born entirely by the personnel providing services and/or the selected Proposer(s).
- 6) Selected Proposer(s) shall take appropriate measures to protect Security Sensitive Information (SSI) that may be established or come into their possession as a result of any contract issued as a result of this Solicitation and all renewals thereof. All SSI, as defined in 49 CFR Part 1549- Protection of Sensitive Security Information, shall be handle in accordance with TSA policies and regulations. All personnel assigned to work under any contract issued as result of this Solicitation

are subject to the provisions of 49 CFR 1520. SSI may not be disclosed except in accordance with the provisions of 49 CFR 1520 or where TSA otherwise approves.

- 7) Selected Proposer(s) shall be solely responsible for all costs associated with the issuance, renewal, loss, replacement and retrieval of Airport Identification (SIDA) badges.

2.23 POLYGRAPH EXAMINATION

County reserves the right to require any of the Selected Proposer(s) personnel to submit to a polygraph examination as deemed necessary by the County Project Manager or designee. The selected Proposer(s) shall pay all costs associated with the examination. If the selected Proposer(s) employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under any Contract issued as a result of this Solicitation and all renewals thereof. All Selected Proposer(s) employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Project Manager or designee.

2.24 SECURITY/SCREENING OFFICER ROTATION

County reserves the right, at the discretion of the County Project Manager or designee, to transfer personnel of the selected Proposer(s) working on a Contract issued as a result of this Solicitation and all renewals thereof, as well as rotate specific hours or locations of all personnel at a time interval specified by the County Project Manager or designee. All selected Proposer(s) personnel must be able to perform rotating shift work which often encompasses holidays.

Holidays currently observed by the County are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

2.25 REMOVAL OR APPROVAL FOR CONTRACT

County Project Manager or designee shall approve all prospective selected Proposer(s) personnel prior to their assignment to a County assignment. County Project Manager or designee additionally reserves the right to interview any prospective employee of the selected Proposer(s) prior to the person being assigned to a County assignment. County Project Manager or designee may reject any existing or proposed selected Proposer(s) personnel as deemed in the County's best interest. County additionally reserves the right to have the selected Proposer(s) relieve any employee of the selected Proposer(s)

from a duty assignment, and/or bar the employee from further service under a Contract issued as a result of this Solicitation and all renewals thereof, at the discretion of the County Project Manager or designee.

2.26 PROGRESS MEETINGS

County shall hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the selected Proposer(s). The County Project Manager or designee reserves the right to call meetings at any time during the Contractual period by notifying selected Proposer(s). The selected Proposer's SPPM or other appropriate person(s), as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee.

2.27 TRAINING REQUIREMENTS

Selected Proposer(s) shall pay its personnel a minimum of the current living wage, as established by living wage ordinance, during all mandated trainings and described in the scope of services. The selected Proposer(s) shall provide all required training at no direct cost to the County.

1) Employee Orientation Training

Miami Dade County ISD Security Management shall administer a mandatory Employee Orientation Program for selected Proposer(s) personnel assigned to a Contract issued as a result of this Solicitation. Employee Orientation Training length and content will be solely determined by the County Project Manager or designee.

2) Site Orientation Training for Security/Screening Officers

Selected Proposer(s) shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Training shall be conducted by a selected Proposer's identified trainer(s) or Security/Screening Supervisor(s). Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. County Project Manager or designee shall be the sole assessor of the effectiveness of the training.

The Site Orientation Training shall consist of the following but is not limited to:

- a) General and specific orders for the facility
- b) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices in the facility
- c) Procedures for access control
- d) Operation of the security system within the facility
- e) Procedures for operation of fire alarms, fire control system, and fire-fighting equipment

3) Job Enrichment Training

County Project Manager or designee reserves the right to mandate job enrichment training for some or all employees of the selected Proposer(s). The training curriculum and length shall be determined by the County Project Manager or designee at a later date.

4) Advancement Training

Proposer(s) personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County Project Manager or designee at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County Project Manager or designee. All related cost for the training shall be the responsibility of the selected Proposer(s) and shall not be passed on to the employee. County will not reimburse selected Proposer(s) for advancement training.

5) Evaluation of Training

County Project Manager or designee shall evaluate the quality and completeness of training provided by the selected Proposer(s) to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. County Project Manager or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the selected Proposer(s) shall be reviewed and approved by the County Project Manager or designee. All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Project Manager or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the County Project Manager or designee prior to the start of training for approval.

Selected Proposer(s) shall provide a copy of the proposed course(s) of instruction with all materials for review and approval to the County Project Manager or designee prior to the Contract start date. County Project Manager or designee may visit any of the selected Proposer(s) training classes without notice to monitor and evaluate the training.

6) Firearms Training

Selected Proposer(s) shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Selected Proposer(s) and shall be approved by the County Project Manager or designee prior to performing any contractual duties as result of this Solicitation. County Project Manager or designee may visit training classes without notice, to monitor and evaluate this course.

7) Training for Screening Operations (Tier 2 and 3 Sectors only)

a) Course of Instruction

Selected Proposer(s) shall provide twenty-four (24) hours of classroom course instruction to include a final exam to all personnel assigned to screening duties. A copy of the proposed course of instruction and all testing materials that follows either the TSA or U.S. Marshals courses shall be provided for review and approval prior to the contract start date for review and approval. In addition, the training course for Tier 3 screeners assigned to Miami International Airport shall be provided for review and approval by MDAD. County Project Manager or designee may visit training classes without notice, to monitor and evaluate this course.

b) Hands-on Equipment Training

Upon the successful completion of the initial course of instruction all personnel employed to provide screening services to the County shall receive a minimum of forty (40) hours of hands-on equipment training, prior to working on an "active duty" status within the County, in working at weapons-screening location, with an X-ray machine, Magnetometer, Hand wand or any other screening technology. County Project Manager or designee may visit training classes without notice, to monitor and evaluate this course.

c) Refresher Training

All personnel employed by the Selected Proposer(s) to provide screening services to the County shall receive quarterly refresher training. This training shall be a minimum of one (1) hour of classroom training and three (3) hours of hands on training, totaling sixteen (16) hours of annual refresher training. Selected Proposer(s) shall submit their proposed refresher training curriculum to the County Project Manager or designee for review, recommendations and approval prior to initiating the training. County Project Manager or designee may visit training classes without notice, to monitor and evaluate this course.

2.28 LOCAL MANAGEMENT OFFICE

Selected Proposer(s) shall have a local management office in Miami-Dade County. County Project Manager or designee reserves the right to inspect the local management office at any time. All records pertinent to administration and management of a Contract issued as a result of this Solicitation and all renewals thereof are the sole property of the County and shall be maintained at the local management office. These records are subject to inspection by the County Project Manager or designee at any time. Selected Proposer(s) shall maintain, at a minimum, the following documents at the local management office:

- 1) Financial records: invoices, employee payroll and other associated backup documentation pertaining to any contract issued as a result of this Solicitation
- 2) FCC License
- 3) Log Books
- 4) Incident Reports
- 5) Quality Assurance Plan
- 6) Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. Selected proposer is responsible for vetting and ensuring the accuracy of all information provided by prospective employees. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Selected Proposer Non-Performance Selected Proposer shall

maintain a copy of all disciplinary actions taken by the Selected Proposer against its personnel, assigned to provide services to the County, for all infractions committed under a contract issued as a result of this Solicitation. A copy of said violations shall be placed into the employees personnel file. Copies of the proposer(s) prospective employee files will be provided to the County Project Manager or designee for review and approval prior to the said applicant performing any duties related to any contract that is issued as a result of this Solicitation. These files shall contain copies of but not limited to the following documents:

- 1) National Criminal background check which shall be updated on a yearly basis
- 2) Medical examination, including drug test results (which shall be updated, on a yearly basis) and psychological results
- 3) Training test results along with a copy of their test
- 4) Proof of education and experience
- 5) Prior employment verifications
- 6) State Security Officer licenses "D", "G", "M", "K" or "DI" as applicable
- 7) Employment application
- 8) Polygraph examinations reports, as applicable
- 9) Proof of certification for Law Enforcement and Corrections experience
- 10) A copy of DD-214 Long form, certificate of release or discharge from active duty (U.S. Armed Forces)
- 11) A copy of a valid State of Florida Driver's license
- 12) A copy of a five (5) year Drivers history, when applicable
- 13) Proof of Citizenship, Resident Alien card or Work Permit
- 14) Employee Signed Release of Personnel File Form
- 15) Any applicable County waiver forms

2.29 WORK MATERIALS

Selected Proposer(s) shall provide all work materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. Selected Proposer, at no charge to the County, shall supply these materials, unless otherwise specified by the County Project Manager or designee. All post orders, logbooks, incident reports and records are the sole property of Miami-Dade County. These records are subject to inspection by the County Project Manager or designee at any time. Upon termination of any contract issued as a result of this Solicitation and all renewals thereof, Selected Proposer(s) shall surrender all records or documents (e.g. log books, incident reports, etc) to the County Project Manager or designee within seven (7) days of the contracts termination date.

2.30 COMMUNICATION SYSTEM

1) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by the selected Proposer(s) to all on-duty personnel or as directed by the County Project Manager or designee. In addition, two (2) radio's shall be issued by the selected Proposer(s), one (1) to the Security Operations Center (SOC) and one (1) for the County Project Manager or designee. Additional radios may be requested, at no additional charge, at the discretion of the County Project Manager or designee.

2) Central Dispatch Center

Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the selected Proposer(s) personnel and the County. Dispatch Center shall be staffed by experienced selected Proposer(s) personnel twenty-four (24) hours a day, seven (7) days a week. Selected Proposer's personnel assigned to the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the selected Proposer(s), as required. This station shall have a complete roster of all selected Proposer(s) personnel assigned to County posts, contact information, assignment locations and assignment hours.

Dispatch Center shall maintain a logbook or electronic technologies which maintain records of all activities (e.g. requests for service, incidents, radio status checks, failure to report for duty, etc.). Dispatch Center shall conduct routine radio status checks of the selected Proposer(s) personnel and make notations of any failure or the selected Proposer(s) personnel to respond or report for assigned duties. The frequency of radio status checks shall be mandated solely by the County Project Manager or designee. Dispatch Center shall also be able to make contact with selected Proposer's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of a contract, issued as a result of this Solicitation, and may result in Liquidated Damages and/or a Non-Performance being assessed. Selected Proposer(s) dispatch center is subject to unannounced inspections by the County Project Manager or designee at any time throughout the length and any extensions of a contract issued as a result of this Solicitation.

3) System Quality

Radio communications among system users (e.g., all County and selected Proposer(s) personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. Selected Proposer(s) shall provide and maintain required system quality, as follows:

- a) Use a network of repeaters of sufficient strength and capacity to service all facilities/buildings and service assignments included in this Solicitation and all renewals thereof.
- b) Ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The selected Proposer(s) should select a channel, (i.e. frequency that is not overloaded with non-contract users).
- c) Implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in this Solicitation.
- d) Have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
- e) Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the selected Proposer(s) to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

4) County Evaluation Of Communications System

County Project Manager or designee reserves the right to evaluate the Communication System at any time during the term of a Contract including any extensions or renewal thereof. Should there be a deterioration of performance and the selected Proposer(s) is unable or unwilling to make necessary improvements, the County shall consider this a material breach of the Contract and may terminate the Contract issued. The County Project Manager or designee shall be the sole judge of the adequacy of radio communications.

2.31 UNIFORMS AND EQUIPMENT

Selected Proposer(s) shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. Selected Proposer(s) personnel shall wear uniforms whose color and style have been approved in advance by the County Project Manager or designee. Selected Proposer(s) shall establish a dress code policy that includes: grooming and hygiene standards. Policy shall be approved in advance by the County Project Manager. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by selected Proposer's identification patches (see below). Uniforms do not have to be new, but shall be in good condition, and meet contractual standards. Uniforms shall consist of the following items:

1) Standard Uniform for all levels of Security Officers and Security Supervisor shall include:

- a) Trousers, all-season weight
- b) Shirt/blouse, short or long sleeve
- c) Belt – solid black
- d) Duty Belt (high gloss style)
- e) Socks – solid black in color
- f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes (without medical waiver).
- g) Shoulder patches to indicate the name of the selected Proposer(s) shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the selected Proposer(s) shall be worn or displayed on the uniform hat.
- h) Nametags to be worn over the right shirt pocket
- i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the selected Proposer(s) along with company patch sewn to the jacket.
- j) Wear clean, pressed uniforms at all times while on duty at a County Post.

2) Standard Uniform for Screening Officers and Screening Supervisors shall include:

- a) Trousers-solid color
- b) Collared shirt- solid white
- c) Necktie
- d) Belt-solid black
- e) Blazer-solid blue for Screening Officer
- f) Blazer-solid burgundy for screening supervisor

- g) Socks-solid black
 - h) Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes, no sneakers or tennis shoes
 - i) Shoulder patches to indicate the name of the selected Proposer shall be sewn on the blazer in accordance with Florida Statutes
 - j) Nametags to be worn over the right shirt pocket
 - k) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with selected Proposer's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with selected Proposer's patch sewn to the jacket.
 - l) Wear clean, pressed uniform at all times while on duty at a County Post.
- 3) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Project Manager or designee, and may include the following:
- a) Polo style shirt with long pants
 - b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front
 - c) Overall, Coveralls (Jumpsuits)
 - d) Company photo I.D. badge to be worn on uniform shirt in plain view at all time while on duty
 - e) Jackets worn during cold weather are to be issued by company along with company patch.
 - f) Long sleeve shirts with neckties
 - g) Blazers or Suit Jackets with company logo (Court Security Officer)

4) Personnel Equipment for all proposer(s) personnel

Except as specifically noted, or provided for in this Solicitation, all selected Proposer(s) personnel shall be equipped at all times while on duty with the following items:

- a) Handcuffs and Key
 - b) Flashlight; heavy-duty (2 or more D-cells or compact rechargeable lithium battery powered flashlights).
 - c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in this Solicitation.
 - d) In addition to the above, armed personnel shall be equipped with a semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Glock, Ruger, Sig Sauer, Beretta, H&K, or Taurus), and ammunition that meets Florida State Statutes. All semiautomatic pistols shall be of the same manufacturer and caliber. All personnel shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon's ammunition capacity. All armed personnel shall utilize a weapon triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed personnel shall be provided training for triple retention holsters.
 - e) Mace foam style and officer shall be certified as per Florida State Statutes
 - f) Expandable Baton (e.g.-ASP) and officer shall be certified as per Florida State Statutes.
- Add to training section

All selected Proposer(s) personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Project Manager or designee or which is not included in a contract issued as a result of this Solicitation.

5) Vehicular Equipment

Selected Proposer(s) personnel may be required by the County to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, Segways, etc. may be considered on a post-by-post basis for possible use. Vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the selected Proposer(s). Selected Proposer(s) shall provide all personnel assigned to these services a training class with a minimum of eight (8) hours of course instruction. County Project Manager or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

6) Minimum number of Uniforms and Equipment for Security Officers

In order to ensure that all on-duty selected Proposer(s) personnel are fully equipped and meet contractual standards for neatness and appearance, the selected Proposer(s) shall issue to each employee, and maintain throughout the term of a Contract, issued as a result of this Solicitation and all extensions or renewals thereof, uniforms and equipment in the following minimum numbers as specified below:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) One (1) set of all other uniform components as specified
- d) Cold weather jacket (1)
- e) Raincoat (1)
- f) Duty Belt (1)
- g) Handcuffs and Key (1)
- h) Firearm, if applicable (1)
- i) Ammunition Pouch (1)
- j) Weapons Magazines, as applicable (3)
- k) Ammunition, as applicable
- l) Mace (1)
- m) Expandable baton (1)

7) Minimum number of Uniforms and Equipment for Screening Officers

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, selected Proposer(s) shall issue to each employee,

and maintain throughout the term of a Contract, issued as a result of this Solicitation, uniforms and equipment in the following numbers:

- a) Trousers, three (3)
- b) Shirts/blouses, five (5)
- c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
- d) Handcuff and Key (1)
- e) Firearm, as applicable (1)
- f) Ammunition pouch, as applicable (1)
- g) Weapon Magazines, as applicable (3)
- h) Ammunition, as applicable
- i) Radiation Detection Badge (1)

8) Radiation Detection Badges

Selected Proposer(s) shall remain in full compliance throughout the term of a Contract, issued as a result of this Solicitation and all extensions or renewals thereof, with all Occupational Safety and Health Agency (OSHA) and Department of Homeland Security (DHS) requirements regarding radiation detection badges.

9) Maintenance Of Uniforms And Equipment

Selected Proposer(s) shall assure that all personnel maintain a clean neat, well-kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). Selected Proposer(s) shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the selected Proposer(s), provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property. Selected Proposer shall conduct periodic inspections of all equipment to include firearms as per the direction of the County Project Manager or designee. Selected Proposer(s) ammunition shall be exchanged for new ammunition, at a minimum on an annual basis or as directed by the County Project Manager or designee.

10) Uniforms Costs

Selected Proposer(s) shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. Selected Proposer(s) shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

2.32 WEAPON SAFETY

Selected Proposer(s) shall issue to their personnel (as applicable) a company issued and owned Firearm. In no circumstance will an Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. Selected Proposer(s) shall observe the following safeguards regarding the use of firearms at all County facilities/buildings and service assignments. This includes, but is not limited to, the distribution of the following safeguards to all Officers on post and the inclusion of these safeguards in all training courses:

- 1) Firearms shall **not** be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by the County Project Manager or designee. Gun

Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County location.
- 3) Firearms shall not be cleaned at County locations **at any time**.
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- 5) Armed Officers and Supervisors who do not have in their possession a current Florida Department of State "G" license shall be immediately removed from standing post at the County location.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to ISD Security Management.
- 7) Any incident that involves the display or discharge of a firearm shall be immediately reported to the County Project Manager or designee.
- 8) Armed Officers shall follow all guidelines as set forth all in FSS Chapter 493.

2.33 QUALITY ASSURANCE PLAN

Selected Proposer(s) shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Solicitation are met. Changes to this plan during the term of the Contract shall be transmitted to and approved by the County Project Manager or designee as they are made. The plan shall include, but not be limited to, the following:

1) QAP Contractual Review Plan

Selected Proposer(s) shall provide for the periodic review of all contractual requirements and services as identified in the Solicitation and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis; how often and in what manner the inspections will be accomplished and the name and rank of personnel who will perform the inspections.

2) Corrective Action Procedures

Selected Proposer(s) shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Project Manager or designee. The selected Proposer(s) will be provided a time frame in which the corrective action shall be completed. If the selected Proposer(s) is unable to complete the corrective action within the prescribed time allotted by the County Project Manager or designee, then the selected Proposer(s) may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the selected Proposer(s) will result in Liquidated Damages and/or a Selected Proposer Non-Performance.

2.34 FAILURE TO PERFORM

Liquidated Damages

Selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. County Project Manager or designee, in their sole discretion, will determine the damages arising from such failure. County Project Manager's or designee's assessment of all Liquidated Damages will be final. County will accomplish this by requiring the selected Proposer(s) to furnish a company issued check with the specified amount of the liquidated damages to the County. This

check shall be submitted to the ISD Security Management office, attention to the County Project Manager or designee, within fourteen (14) business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Liquidated Damage shall result in further damages being assessed and/or a Selected Proposer Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Selected Proposer Non-Performance. Any of these violations may result in selected Proposer's personnel being removed from the post and/or Contract issued as a result of this Solicitation at the request of the County Project Manager or designee. A written notice of a violation and intent to impose liquidated damages shall be provided to the selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to the selected Proposer(s) promptly by the County Project Manager or designee, in order to afford the selected Proposer(s) time to notify the County of extenuating circumstances.

- The 1st infraction may result in Liquidated Damages of \$500.00,
- The 2nd infraction \$1,000.00,
- The 3rd and subsequent infractions \$1,500.00

(Unless a Special Violation, in which case the 1st infraction will be \$1000.00, the 2nd infraction \$2,000.00, 3rd infraction \$3000.00).

The graduation of Liquidated Damages will occur with the involvement of the same facility, selected Proposer's personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply or \$3,000.). Any violations committed by selected Proposer(s)'s personnel may result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

a) Personnel Violations

- a) Late for duty
- b) Sleeping on duty
- c) Failure to follow post orders
- d) Abandoning post
- e) Inappropriate Behavior
- f) Improper or badly soiled uniform or failure to adhere to dress code
- g) Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
- h) Failure to make report
- i) Improper guard tour rounds
- j) Improper State licensure (e.g. not on person, expired)
- k) Improper records, reports or logbook
- l) Improper reading materials other than work related (e.g., newspapers and magazines)
- m) Improper audio/video devices other than work related
- n) Unauthorized visitors on post
- o) Not signing in or out in logbook
- p) Vehicle irregularities

- q) Post opened or closed late
- r) Personal phone use
- s) Failed to report for duty

b) Administrative Violations

- a. Improperly or insufficiently equipped
- b. No radio or inoperative radio
- c. No vehicle or inoperative vehicle
- d. No weapon or ammunition violation
- e. Inadequate writing skills
- f. Inadequate training
- g. Lack of contract supervision.
- h. Excessive hours on duty (not approved in advance by ISD Security Management)
- i. Violations of local, State, or Federal laws, Regulations, or Ordinances
- j. Failure to provide Security/Screening Officers for “special requests” assignment after making commitment
- k. Criminal records check not complete/or hired
- l. Contractor personnel with criminal records
- m. Difficulty in speaking or understanding English, and/or being understood by others

- n. Failure to have current Post orders on site
- o. Invoicing Discrepancies or Inaccuracies
- p. Contract Section Violations

c) Special Violations

- a. Reassignment of any personnel previously suspended or removed from duty by the County
- b. Assignment of personnel not properly qualified or approved for duty
- c. Failure to notify the County of an arrest of personnel within the required time frame
- d. Improper internal employee fines or wage practices
- e. False or Misleading Statements by personnel
- f. Deducting money from an employee’s paycheck as a result of Liquidated Damages
- g. Failure to immediately report the display or discharge of a Firearm.
- h. Failure to staff a duty assignment (open post)
- i. Failure to make proper notifications regarding open duty assignments (open post)

Note: The selected Proposer(s) shall NOT pass along to its personnel any liquidated damages assessed for infractions on any Contract issued as a result of this Solicitation. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

d) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Selected Proposer Non-Performance

Action by the County Project Manager or designee. In such circumstances, the selected Proposer(s) will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Project Manager or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the selected Proposer(s) cannot properly handle that location or locations. In such situations, the County Project Manager or designee may remove the selected Proposer(s) from the facility/post and reassign the facility/post to another selected Proposer(s) assigned work under a Contract, issued as a result of this Solicitation and all extensions or renewals thereof, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector selected Proposer(s) in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing selected Proposer(s).

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Project Manager or designee to suspend and/or remove a selected Proposer from Sector posts may be taken as proof of a general incompetence on the part of the selected Proposer to perform in accordance with the contractual requirements. In such circumstances, the selected Proposer may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

2.35 COURT APPEARANCES

Selected Proposer(s) personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Project Manager or designee when such appearances are required. Any selected Proposer(s) personnel required to make a court appearance shall be remunerated by the selected Proposer(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this Solicitation and all extensions or renewals thereof, and the selected Proposer(s) shall in turn be remunerated by the County at the stipulated billing rate. Selected Proposer(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Selected Proposer(s) shall coordinate with the County Project Manager or designee to ensure that this is done with no impact to daily operations. Selected Proposer(s) personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform however, without chemical weapons, batons, and cuffs or firearms.

2.36 **REPORTING REQUIREMENTS & PROCEDURES**

Selected Proposer(s) shall comply with the following reporting requirements and procedures:

- a. A brief statement of any unusual events shall be written in the post logbook, so the County Project Manager or designee can identify the principals upon later inspection, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition.
- b. Selected Proposer(s) shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Project Manager or designee, the selected Proposer(s) shall deliver all such logbooks to the County at a place to be determined by the County Project Manager or designee within seven (7) days.
- c. A copy of all reports shall be furnished to the County Project Manager or designee as directed or in critical incidents prior to the completion of each shift.
- d. An Incident Report shall be completed whenever any unusual event and/or criminal events occur. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult the Security Operations Center when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contacts/ Building Managers and the appropriate selected Proposer(s) personnel shall also be notified.
- e. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive an ISD Security Management case number, by calling the Security Operations Center (SOC) at (305).375.4500, after authorities have been notified.
- f. All employees shall follow the "Chain of Command." After exhausting efforts with selected Proposer's Management staff the next step will be an ISD Security Supervisor followed by the ISD Deputy Chief followed by County Project Manager or designee. Failure to adhere to these guidelines may result in Liquidated Damages and/or removal of the selected Proposer's personnel from providing services to the County.

2.37 **METHOD OF PAYMENT: BI-WEEKLY INVOICES**

Selected Proposer(s) shall abide by the following requirements of ISD Security Management for billing purposes:

- 1) **Invoice:** Selected Proposer(s) shall submit one (1) original set of the detailed bi-weekly invoices to ISD Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. County will specify whether the invoices shall be submitted electronically or hard copy. County reserves the right to change the format of invoices at any time throughout any Contract issued as a result of this Solicitation.
- 2) **Required Payroll Documentation:** Selected Proposer(s) shall submit with their bi-weekly invoices all corresponding back-up documentation (e.g. original time-sheets, justification memorandums, overtime authorization forms, etc.). In addition, from time to time the County Project Manager or designee may request additional copies of time sheets, payroll records, and/or other

documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the selected Proposer(s) personnel. Selected Proposer(s) shall provide payroll documentation as directed by County Project Manager or designee.

- 3) **Payment Schedule:** Selected Proposer(s) shall agree to the County's Method and Times of Payment. Selected Proposer(s) shall be prepared to have enough working capital to function in this environment.

2.38 INVOICING DISCREPANCIES

It is the County's intent to ensure that all selected Proposer(s) invoices are processed and paid according to a Contract, issued as a result of this Solicitation, with the correct hours and rates reflected. It is the selected Proposer's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours and services rendered as well as all applicable billing rates, including all CPI and Living Wage adjustments applicable to that billing period. Any invoices which are not submitted or that are submitted with errors shall be returned to the Selected Proposer for immediate correction and shall be resubmitted by the following invoicing period, with the required corrections made. Failure to resubmit the corrected invoice(s) shall result in Liquidated Damages being assessed and shall continue until resubmitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices may result in Liquidated Damages and/or a Selected Proposer Non-Performance.

2.39 RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to selected Proposer(s) personnel shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Any violations of this section may result in Liquidated Damage or a Non-Performance action being assessed.

2.40 PAYMENT AND PERFORMANCE BOND REQUIREMENTS

A. Bid Security

Proposer must submit a bid security with its Proposal in the amount of \$10,000. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive.

Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida. The bid security is conditioned upon the selected Proposer submitting the specified performance and payment bond. Failure or refusal of the selected Proposer to submit a satisfactory performance and payment bond within the time stated will result in the forfeiture of the bid security as liquidated damages. Bid securities will be returned after the contract is executed, unless returned earlier, at the County's discretion.

B. Performance and Payment Bond

Selected Proposer shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for ISD. Performance Bond shall be delivered to the County within fifteen (15) calendar days after formal notice is issued by the County. Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment 2. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management

and Strength as specified in Article 42. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. No other forms shall be accepted. If the Selected Proposer fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Selected Proposer in default of the contractual terms and conditions, and the Selected Proposer shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Selected Proposer for a twelve (12) month period following such default.

Selected Proposer shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance and Payment Bond in the amount of 10% of the total agreed contract price (separate bond will be required for each of the three Sectors awarded) prepared on the applicable bond form(s) attached hereto as Attachment 2. No other form shall be accepted.

If the selected Proposer fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the Selected Proposer in default of the contractual terms and conditions, and the selected Proposer shall surrender its proposal guarantee.

2.41 COUNTY-FURNISHED ITEMS

County shall furnish to the selected Proposer(s), to be used only in connection with the providing services to the County. Selected Proposer(s) shall be responsible for all equipment issued by the County to the Selected Proposer(s) solely for performance of the work contained herein. Selected Proposer(s) shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the selected Proposer(s) or their personnel. Upon termination/expiration of a Contract issued as a result of this Solicitation and all renewals or extensions thereof, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County Project Manager or designee. A Generic Post Order template will be given to the Selected Proposer(s).

1) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Project Manager, designee or Building/Facility Manager, if site specific. A Generic Post Order template will be given to the Selected Proposer(s).

2) Keys

Selected Proposer(s) shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. Selected Proposer shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the selected Proposer is lost, the selected Proposer shall be liable for the cost of re-keying those buildings, facilities or locations impacted. Lost keys, other than Grand Master or Master keys shall result in the selected Proposer(s) paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Project Manager or designee is strictly prohibited.

3) Phones

County phones made available to the selected Proposer's personnel are to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fourteen (14) business days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

The Selected Proposer(s) shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract issued as a result of this Solicitation or any derivative or supplemental documents (e.g. post orders) or directives.

2.42 SCHEDULING SOFTWARE

Selected Proposer shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. Selected Proposer will provide user access for one ISD personnel, designated by the County Project Manager, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be used for billing also, Selected Proposer shall work with the County to provide finalize invoicing format.

2.43 GUARD CHECKS

Selected Proposer shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. Selected Proposer shall notify the County Project Manager in writing as to what system will be used by Selected Proposer under this Contract. Selected Proposer shall provide reports to the County upon receipt of the request from the County Project Manager or designee.

2.44 TABLETOP EXERCISES AND DRILLS

Selected Proposer shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. County Project Manager will determine the dates and duration of these exercises.

2.45 CUSTOMER SATISFACTION PROGRAM

Selected Proposer shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. County Project Manager will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Project Manager.

2.46 ACQUISITION OF OTHER SERVICES

While ISD has listed all services within the scope of this Solicitation which are utilized by ISD in conjunction with its operations, there are times when additional services, including but not limited to periodic, elevated Homeland Security alerts must be added to the contract after award. Under these circumstances, ISD representative will contact the bidder(s) and obtain a price quote for the additional like services. County reserves the right to award these additional services to the bidder under this contract.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated and ranked by an Evaluation/Selection Committee on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of five hundred (530) points per Evaluation/Selection Committee member.

INTENTIONALLY LEFT BLANK

A. Technical Criteria: Security Guard Services		Points
1	Proposer's relevant experience, qualifications, and past performance providing security guard services.	100
2	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	50
3	Proposer's approach to providing the security guard services	100
4	Proposer's Recruitment Policy and Plan	50

5	Proposer's Financial Capability	75
6	Training	25
7	Section 3 of HUD	30
A. Price Criteria: Security Guard Services		Points
7	Proposer's Proposed Price	100

4.3 Price Evaluation and Oral Presentations

A. Price Evaluation

After the evaluation of the technical criteria, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals, of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

The pricing evaluation is used as part of the evaluation to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

B. Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Local Certified Service-Disabled Veteran's Business Enterprise Preference

Not Applicable

4.5 Local Preference

Not Applicable

4.6 Negotiations

The County may award a contract on the basis of initial Proposals received. Therefore, each initial Proposal should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractor is or has been involved within the last three years.

4.7 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.8 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal:

<http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Selected Proposer shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

The following sections of the General Terms and Conditions are not applicable to this solicitation
Article 32 INSPECTOR GERNERAL REVIEWS

d) User Access Program

The following sections of the General Terms and Conditions are not applicable to this solicitation
Article 39 COUNTY USER ACCESS PROGRAM (UAP)

6.0 ATTACHMENTS

Draft Form of Agreement
Proposal Submission Package
Proposer Information

Attachment 1 Supplemental General Conditions, Living Wage

Attachment 2 Performance Bond and Payment Bond

Attachment A Guard Post Action Sheet

Form B-1 Price Proposal Schedule

Appendix A Section 3 of the HUD (US Department of Housing and Urban Development) Act of 1968